

## Instructions for recipient scientist/institution:

**If the language in the Oregon Health & Science University's (OHSU) "NON-PROFIT TO NON-PROFIT BIOLOGICAL MATERIAL TRANSFER AGREEMENT (BMTA)" is acceptable by the recipient institution:**

To facilitate the completion of this MTA, please:

- Complete the following information on the agreement form:  
(either complete this form electronically and print, or print and complete the information manually)
  - ✓ Recipient Institution and Recipient Scientist information (page 2 & page 5 of this document).
  - ✓ Material being requested in the "Original Materials" section (page 2 of this document).
  - ✓ Statement of proposed research (page 2 of this document)-- including a brief description of the research project for which the materials will be used.
  - ✓ Recipient's courier account number (page 4 of this document)-- to pay for shipping cost of requested material.
- Print two copies
- Obtain recipient scientist signature (page 5 of this document) on both copies (original copies)
- Obtain signature, on both original copies, of an individual authorized to enter into agreements for recipient institution (usually from the institution's Technology Transfer office, or other office that manages intellectual property).
- Send both signed copies to:  
Jay I. Phillips  
Licensing Assistant  
Technology & Research Collaborations, suite 120  
Oregon Health Sciences University  
2525 S.W. 1<sup>st</sup> Avenue  
Portland, OR 97201  
U.S.A.

**If the language in this agreement is not acceptable to the recipient institution**, please contact OHSU's Office of Technology & Research Collaborations (see address above).

Telephone: (503) 494-8200

Telefacsimile: (503) 494-4729

e-mail: [philljay@ohsu.edu](mailto:philljay@ohsu.edu)

\*A completed copy of this BMTA -- with no changes to the language, and appropriate signatures -- can be sent to the Hoatlin lab by telefacsimile (503-494-8393) to expedite shipment of requested materials.

**However, the faxed copy will only be acceptable as a temporary solution, and must be followed by mailing both original signed copies of the completed agreement to the OHSU Office of Technology & Research Collaborations (see address, above).**

# NON-PROFIT TO NON-PROFIT BIOLOGICAL MATERIAL TRANSFER AGREEMENT (BMTA)

## Definitions:

**PROVIDER:** Institution providing the Original Material.  
Oregon Health & Science University  
3181 S.W. Sam Jackson Park Road  
Portland, OR 97201

**Provider's Scientist:** (Enter name and address here)  
Dr. Maureen Hoatlin  
Oregon Health & Science University  
3181 SW San Jackson Park Road, L224  
Portland, OR 97239

**RECIPIENT:** Institution receiving the Original Material. (Enter name and address here)

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**Recipient's Scientist:** (Enter name and mailing address here)

Dr. \_\_\_\_\_

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**Original Material:** (Enter description)

## Statement of Proposed Research:

**MATERIAL:** Original Material plus Progeny and Unmodified Derivatives. The **MATERIAL** shall not include (a) Modifications or (b) other substances created by the **RECIPIENT** through the use of the **MATERIAL** which are not Progeny or Unmodified Derivatives.

Progeny: Unmodified descendant from the **MATERIAL**, such as virus from virus, cell from cell, or organism from organism.

Unmodified Derivatives: Substances created by **RECIPIENT** which constitute an unmodified functional sub-unit or an expression product of the Original Material. Some examples include: subclones of unmodified cell lines, purified or fractionated sub-sets of the Original Material, proteins expressed by DNA/RNA supplied by **PROVIDER**, monoclonal antibodies secreted by a hybridoma cell line, sub-sets of the Original Material such as novel plasmids or vectors.

Modifications: Substances created by **RECIPIENT** which contain/incorporate the **MATERIAL** (Original Material, Progeny or Unmodified Derivatives).

### **Terms and Conditions of this Agreement**

1. The **MATERIAL** is the property of **PROVIDER** and is to be used by **RECIPIENT** solely for research purposes and only as described above and in any other description of the proposed work at **RECIPIENT's** Institution only and only under the direction of the **Recipient's Scientist**. The **MATERIAL** will not be used in human subjects or in clinical trials involving human subjects without the written permission of **PROVIDER**. **PROVIDER** [has/has not] filed patent applications claiming the **MATERIAL** or uses thereof.
2. The **Recipient's Scientist** agrees not to transfer the **MATERIAL** to anyone who does not work under his or her direct supervision at **RECIPIENT's** Institution without the prior written consent of **PROVIDER**. **Recipient's Scientist** shall refer any request for the **MATERIAL** to **PROVIDER**. To the extent supplies are available, **PROVIDER** or **Provider's Scientist** agrees to make the **MATERIAL** available under a **BMTA** to other scientists (at least those at non-profit or Governmental institutions) who wish to replicate **Recipient's Scientist's** research.
3.
  - a. **RECIPIENT** shall have the right, without restriction, to distribute substances created by **RECIPIENT** through the use of the **MATERIAL** only if those substances are not Progeny, Unmodified Derivatives, or Modifications.
  - b. Upon notice to **PROVIDER** and under a **BMTA** (or an agreement at least as protective of **PROVIDER's** rights), **RECIPIENT** may distribute Modifications to non-profit or Governmental organizations for research purposes only.
  - c. Upon written permission from **PROVIDER**, **RECIPIENT** may distribute Modifications for commercial use. It is recognized by **RECIPIENT** that such commercial use may require a commercial license from **PROVIDER** and **PROVIDER** has no obligation to grant such a commercial license. Nothing in this paragraph, however, shall prevent **RECIPIENT** from granting commercial licenses under **RECIPIENT's** patent rights claiming such Modifications.
4.
  - a. Ownership of tangible property as between **PROVIDER** and **RECIPIENT** is defined in **Attachment A**.
  - b. **RECIPIENT** is free to file patent applications claiming inventions made by **RECIPIENT** through the use of the **MATERIAL**, but agrees to notify **PROVIDER** upon filing a patent application claiming Modifications or uses of the **MATERIAL**.
5.
  - a. Except as expressly provided in this **Agreement**, no rights are provided to **RECIPIENT** under any patents, patent applications, trade secrets or other proprietary rights of **PROVIDER**. In particular, no rights are provided to use the **MATERIAL** or Modifications and any related patents of **PROVIDER** for profit-making or commercial purposes, such as sale of the **MATERIAL** or Modifications, use in manufacturing, provision of a service to a third party in exchange for consideration (not including sponsored research activities).
  - b. If **RECIPIENT** desires to use the **MATERIAL** or Modifications for such profit-making or commercial purposes, **RECIPIENT** agrees, in advance of such use, to negotiate in good faith with **PROVIDER** to establish the terms of a commercial license. It is understood by **RECIPIENT** that **PROVIDER** shall have no obligation to grant such a license to **RECIPIENT**, and may grant exclusive or non-exclusive commercial licenses to others.
6. The provision of the **MATERIAL** to **RECIPIENT** shall not alter any pre-existing right to the

**MATERIAL.** If **PROVIDER** has granted any rights to a third party (other than the customary rights granted to the Federal Government or non-profit foundations) which would affect **RECIPIENT**, those rights are listed in **Attachment B**.

7. Any **MATERIAL** delivered pursuant to this **Agreement** is understood to be experimental in nature and may have hazardous properties. **PROVIDER** MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE **MATERIAL** WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
8. Except to the extent prohibited by law, **RECIPIENT** assumes all liability for damages which may arise from its use, storage or disposal of the **MATERIAL**. **PROVIDER** will not be liable to **RECIPIENT** for any loss, claim or demand made by **RECIPIENT**, or made against **RECIPIENT** by any other party, due to or arising from the use of the **MATERIAL** by **RECIPIENT**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of **PROVIDER**.
9. This **Agreement** shall not be interpreted to prevent or delay publication of research resulting from the use of the **MATERIAL** or Modifications. **Recipient's Scientist** agrees to provide appropriate acknowledgment of the source of the **MATERIAL** in all publications.
10. **RECIPIENT** agrees to use the **MATERIAL** in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of animals or recombinant DNA.
11.
  - a. This **Agreement** will terminate on the earliest of the following dates: (1) when the **MATERIAL** becomes generally available from third parties, for example, through reagent catalogs or from public depositories, or (2) on completion of **RECIPIENT's** current research with the **MATERIAL**, or (3) on thirty (30) days written notice by either party to the other, or (4) on the following date \_\_\_\_\_. Paragraphs 7 and 8 shall survive termination.
  - b. If termination should occur under Paragraph 11a.(1), **RECIPIENT** shall be bound to the **PROVIDER** by the least restrictive terms applicable to **MATERIAL** obtained from the then available sources.
  - c. Except as provided in 11(d) below, on termination of this **Agreement** under Paragraph 11a.(2), (3), or (4) above, **RECIPIENT** will discontinue its use of the **MATERIAL** and will, upon direction of **PROVIDER**, return or destroy any remaining **MATERIAL**. **RECIPIENT** will also either destroy Modifications or remain bound by the terms of Paragraphs 4 and 5 as they apply to Modifications.
  - d. In the event **PROVIDER** terminates this **Agreement** under Paragraph 11a.(3) other than for breach of this **Agreement** or with cause such as an imminent health risk or patent infringement, **PROVIDER** will defer the effective date of termination for a period of up to one (1) year, upon request from **RECIPIENT** to permit completion of research in progress.
12. The **MATERIAL** is provided [with/without] a fee which [is/is not] solely to reimburse **PROVIDER** for its distribution costs. The amount of the fee, if any, is \_\_\_\_\_. (\$\_\_\_\_\_). Please provide your Federal Express, or other courier, number so that the **MATERIAL** can be shipped at **RECIPIENT**'s expense. Courier Account No.: \_\_\_\_\_.

# AGREED

## PROVIDER

Institution: Oregon Health & Science University  
Address: 3181 S.W. Sam Jackson Park Road  
Portland, OR 97201

Authorized Official: Arundeeep S. Pradhan  
Title: Director, Technology & Research Collaborations

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Provider's Scientist:

Name: Dr. Maureen Hoatlin Title: Assistant Professor

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## RECIPIENT:

Institution: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Official: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Recipient's Scientist:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**Attachment A:**

Belonging to **PROVIDER**

**MATERIAL**

Original Material  
Progeny  
Unmodified Derivatives

Belonging to **RECIPIENT\***

Modifications (however **PROVIDER** retains ownership rights to any form of the **MATERIAL** included therein)

Those substances created through the use of the **MATERIAL** or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications (e.g., do not contain the Original Material or Unmodified Derivatives).

\* If resulting from the collaborative efforts of **PROVIDER** and **RECIPIENT**, joint ownership is a possibility.

**Attachment B:**

[**PROVIDER** describes any pre-existing obligations that **PROVIDER** has to third parties (other than the Federal Government or non-profit foundations) which would affect **RECIPIENT**.]

**RETURN COMPLETED FORM TO:**

Jay I. Phillips  
Licensing Assistant  
Technology & Research Collaborations, AD 120  
Oregon Health Sciences University  
3181 S.W. Sam Jackson Park Road  
Portland, OR 97201-3098 U.S.A.

Telephone: (503) 494-8200      Telefacsimile: (503) 494-4729